

truth, the more people talk, the more confused I get and I guess the latest point that I think needs clearing up is the Court of Industrial Relations which has been brought in according to some to muddy the waters and I would like to ask a question of Senator Beutler, if he will yield.

SPEAKER NICHOL: Senator Beutler, would you respond, please.

SENATOR PIRSCH: Senator Beutler, maybe you could give us some examples of either real life experiences or hypothetical experiences that would differentiate when a case would go to the Court of Industrial Relations or would be in the district court, in which case the district court then would be the only action that would be applicable to the arbitration. And maybe you could clarify it by giving us some real life examples.

SENATOR BEUTLER: Okay. Let's take two examples that I can think of and I hope this helps a little bit. The Court of Industrial Relations, as we all know now, has authority over collective bargaining agreements. If the school district and the teachers come together and they want to reach a contract agreement and they are not able to come to terms, then the Court of Industrial Relations is going to enter in and effectively make some kind of binding statement about what their relative rights are going to be. For example, if one side was asking for a pay increase of 5 percent and the other side said, no, we'll only give you 3 percent and they can never reach agreement, then they are going to go to the Court of Industrial Relations and they are going to present their evidence and they are going to present evidence of what salary levels are in X, Y and Z cities around, comparable cities around and the Court of Industrial Relations is going to say, all right, in accordance with Nebraska law the increase in salaries is going to be X percent, 3 percent, in between, 4 percent, 5 percent, whatever. Okay, but let's say that in a different district they didn't have a dispute over agreeing to the collective bargaining agreement, over the original contract. They reached agreement. They didn't need the CIR to reach agreement, but six months or a year after the agreement was in effect one of the employees was off for four months for one reason or another and looked at the contract and felt they should get paid for two months out of the four and management looked at the contract and said, no, you shouldn't get paid for any of those four months. They have